

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NATIONWIDE LEARNING, LLC		08/19/2010	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ENTERPRISE BANK & TRUST		
<b>Street Address:</b>	12695 METCALF AVE.		
<b>City:</b>	OVERLAND PARK		
<b>State/Country:</b>	KANSAS		
<b>Postal Code:</b>	66213		
<b>Entity Type:</b>	BANKING CORPORATION: MISSOURI		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2749538		
Registration Number:	2760939	STUDENTALES	
Registration Number:	2770894	MOTIVATING STUDENTS TO LEARN THROUGH PUBLISHING	
Registration Number:	2853237	STUDENTREASURES	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(816)412-1263		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	816.842.8600		
Email:	TRADEMARK@STINSON.COM		
Correspondent Name:	CYNTHIA MAUST		
Address Line 1:	STINSON MORRISON HECKER LLP		
Address Line 2:	1201 WALNUT STREET, SUITE 2900		
Address Line 4:	KANSAS CITY, MISSOURI 64106-2150		
ATTORNEY DOCKET NUMBER:	808723-0012		

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~~TRADEMARK~~  
**REEL: 004268 FRAME: 0617**

NAME OF SUBMITTER:	CYNTHIA MAUST
Signature:	/cynthia maust/
Date:	08/27/2010
Total Attachments: 2 source=Notice of Grant of Security Interest in Trademarks Enterprise Bank#page1.tif source=Notice of Grant of Security Interest in Trademarks Enterprise Bank#page2.tif	

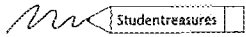
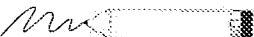
NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security Agreement, dated as of August 19, 2010 (as the same may be amended, consolidated, restated, replaced or otherwise modified from time to time, the "Security Agreement"), by and between Nationwide Learning, LLC (the "Borrower") and Enterprise Bank & Trust (the "Bank"), the Borrower has granted to the Bank, as security for the Obligations referred to in the Security Agreement, a continuing security interest in and continuing lien upon the trademarks and trademark applications described below, and the goodwill associated with such works:

TRADEMARKS

Trademark	Status	Registration No.	Registration Date
<b>STUDENTREASURES and Design</b>  	Registered	2,853,237	June 15, 2004
<b>MOTIVATING STUDENTS TO LEARN THROUGH PUBLISHING</b>	Registered	2,770,894	October 7, 2003
<b>STUDENTALES</b>	Registered	2,760,939	September 9, 2003
<b>Design</b>  	Registered	2,749,538	August 12, 2003

TRADEMARK APPLICATIONS

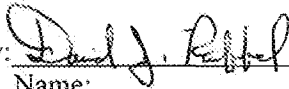
<u>Trademark Applications No.</u>	<u>Description of Trademark</u>	<u>Date of Trademark Application</u>
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None.

The Borrower and the Bank agree that the security interest in and lien upon the foregoing trademarks and trademark applications (a) may only be terminated in accordance with the terms of the Security Agreement and the Credit Agreement referred to therein, and (b) is not to be construed as an absolute assignment of any trademark or trademark application.

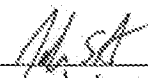
Very truly yours,

NATIONWIDE LEARNING, LLC

By:   
Name:  
Title: Secretary

*Acknowledged and Accepted:*

ENTERPRISE BANK & TRUST

By:   
Name: Jackson Schwin  
Title: VP